

THE AGUILERA LAW GROUP, APLC

A. Eric Aguilera, Esq. (SBN 192390)

Raymond E. Brown, Esq. (SBN164819)

Aaron M. Daniels (SBN 279681)

650 Town Center Drive, Suite 100

Costa Mesa, CA 92626

T: 714-384-6600 / F: 714-384-6601

eaguilera@aguileragroup.com

rbrown@aguileragroup.com

adaniels@aguileragroup.com

Attorneys for Plaintiff/Counter-Defendant TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

TRAVELERS PROPERTY CASUALTY) Case No. 2:15-cv-05677-R-PJW

COMPANY OF AMERICA, a)

Connecticut corporation;)

JUDGMENT

Plaintiff,

v.

TAISEI CONSTRUCTION)

CORPORATION, a Delaware)

corporation; and DOES 1 through 100)

inclusive,)

Date Action Filed: July 27, 2015

Defendants.

Trial Date: May 16, 2017

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

It appearing from the files and records in this action that:

1. On December 14, 2015, the Court granted the motion to dismiss filed by
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA (“Travelers”)

1 as to the First Amended Counter Claim filed by TAISEI CONSTRUCTION
2 CORPORATION (“Taisei”);

3 2. On November 22, 2016, the Court granted Travelers’ Motion for Partial
4 Summary Judgment adjudicating Travelers’ claims for declaratory relief in favor of
5 Travelers and establishing Taisei’s liability as to Travelers’ claims for breach of
6 contract and equitable reimbursement; and

7 3. On May 15, 2017, with Taisei expressly reserving its right to appeal the
8 substantive elements of the Court’s November 22, 2016 Order granting partial
9 summary judgment, Travelers and Taisei filed a stipulation that Travelers’ total
10 damages pursuant to its claims for breach of contract and equitable reimbursement
11 amounting to the total sum of \$120,364.59;

12 Now, therefore, **IT IS HEREBY ORDERED, ADJUDGED and DECREED**
13 that judgment be entered in favor of plaintiff TRAVELERS PROPERTY
14 CASUALTY COMPANY OF AMERICA (“Travelers”) and against defendant
15 TAISEI CONSTRUCTION CORPORATION (“Taisei”) as follows:

16 1. Counter-Claimant Taisei shall have no recovery against Travelers;

17 2. Travelers had the right to control the defense of Taisei in the underlying
18 action of Wilshire Vermont Housing Partners, LP v. Taisei Construction Corp. et al.,
19 filed in the Superior Court of California for the County of Los Angeles, Case No.
20 BC504178;

21 2. Taisei at no point had a right to independent counsel funded by
22 Travelers for the defense of Taisei in the underlying action of Wilshire Vermont
23 Housing Partners, LP v. Taisei Construction Corp. et al., Los Angeles Superior Court
24 case No. BC504178;

25 3. Taisei breached its duty to cooperate with Travelers by demanding that
26 the firm of Lee, Hernandez, Landrum, Garofalo & Blake withdraw as Taisei’s
27 counsel in the underlying action of Wilshire Vermont Housing Partners, LP v. Taisei
28 Construction Corp. et al., Los Angeles Superior Court case No. BC504178;

4. Travelers is not obligated to pay for fees and costs incurred through any other counsel after Travelers' appointment of the firm of Lee, Hernandez, Landrum, Garofalo & Blake to defend Taisei in the underlying action of Wilshire Vermont Housing Partners, LP v. Taisei Construction Corp. et al., Los Angeles Superior Court case No. BC504178;

5. Travelers shall have and recover the sum of \$120,364.59 from Taisei as Travelers' damages pursuant to Travelers' claims for equitable reimbursement and breach of contract, together with interest thereon at the legal rate from the date of entry of this judgment; and

6. Each party is to bear its own costs in this action.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: May 23, 2017

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Hon. Manuel L. Real,
Judge of the U.S. District Court